

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE:  | NEW ASSIGNMENT  |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
|---|---|---|---------------------------|----------------------|-----------------------|---------|----------------------|---------------------------|--------------|----------------------|--------------|-------------------------------|----------------------|--------|------|----------------------|---------|-----------------|----------------------|---------|----------|----------------------|--------|----------|----------------------|---------|-------------|----------------------|---------|----|----------------------|---------|----|----------------|----------|----|----------------|----------|----|----------------|----------|----|--|--|--|--|
| NATURE OF CONVEYANCE:   | SECURITY INTEREST   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| <b>CONVEYING PARTY DATA</b>   |   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td style="padding: 5px;">AAi.FosterGrant, Inc.</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">12/09/2005</td> <td style="padding: 5px;">CORPORATION: RHODE ISLAND</td> </tr> </table>  | Name  | Formerly  | Execution Date            | Entity Type          | AAi.FosterGrant, Inc. |         | 12/09/2005           | CORPORATION: RHODE ISLAND |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Name  | Formerly  | Execution Date  | Entity Type               |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| AAi.FosterGrant, Inc.   |   | 12/09/2005  | CORPORATION: RHODE ISLAND |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| <b>RECEIVING PARTY DATA</b>   |   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 5px;">Name:</td> <td style="padding: 5px;">JPMorgan Chase Bank, N.A., as First Lien Collateral Agent</td> </tr> <tr> <td style="padding: 5px;">Street Address:</td> <td style="padding: 5px;">P.O. Box 2558</td> </tr> <tr> <td style="padding: 5px;">City:</td> <td style="padding: 5px;">Houston</td> </tr> <tr> <td style="padding: 5px;">State/Country:</td> <td style="padding: 5px;">TEXAS</td> </tr> <tr> <td style="padding: 5px;">Postal Code:</td> <td style="padding: 5px;">77252</td> </tr> <tr> <td style="padding: 5px;">Entity Type:</td> <td style="padding: 5px;">National Banking Association:</td> </tr> </table>  | Name:   | JPMorgan Chase Bank, N.A., as First Lien Collateral Agent | Street Address:           | P.O. Box 2558        | City:                 | Houston | State/Country:       | TEXAS                     | Postal Code: | 77252                | Entity Type: | National Banking Association: |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Name:   | JPMorgan Chase Bank, N.A., as First Lien Collateral Agent |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Street Address:   | P.O. Box 2558   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| City:   | Houston   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| State/Country:  | TEXAS   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Postal Code:  | 77252   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Entity Type:  | National Banking Association:                             |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| <b>PROPERTY NUMBERS Total: 46</b>   |   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">1485228</td><td style="padding: 5px;">AAI</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2451758</td><td style="padding: 5px;">ALL TERRAIN</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">904720</td><td style="padding: 5px;">AQUA-MATES</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">427417</td><td style="padding: 5px;">CORO</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">1462644</td><td style="padding: 5px;">DRIVER'S CHOICE</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2859761</td><td style="padding: 5px;">EYE GEAR</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">952456</td><td style="padding: 5px;">EYE GEAR</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">1935944</td><td style="padding: 5px;">E-Z READERS</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2202605</td><td style="padding: 5px;">FG</td></tr> <tr><td style="padding: 5px;">Registration Number:</td><td style="padding: 5px;">2108860</td><td style="padding: 5px;">FG</td></tr> <tr><td style="padding: 5px;">Serial Number:</td><td style="padding: 5px;">78664867</td><td style="padding: 5px;">FG</td></tr> <tr><td style="padding: 5px;">Serial Number:</td><td style="padding: 5px;">78664842</td><td style="padding: 5px;">FG</td></tr> <tr><td style="padding: 5px;">Serial Number:</td><td style="padding: 5px;">78664904</td><td style="padding: 5px;">FG</td></tr> <tr><td style="padding: 5px;"></td><td style="padding: 5px;"></td><td style="padding: 5px;"></td></tr> </tbody> </table> | Property Type   | Number  | Word Mark                 | Registration Number: | 1485228               | AAI     | Registration Number: | 2451758                   | ALL TERRAIN  | Registration Number: | 904720       | AQUA-MATES                    | Registration Number: | 427417 | CORO | Registration Number: | 1462644 | DRIVER'S CHOICE | Registration Number: | 2859761 | EYE GEAR | Registration Number: | 952456 | EYE GEAR | Registration Number: | 1935944 | E-Z READERS | Registration Number: | 2202605 | FG | Registration Number: | 2108860 | FG | Serial Number: | 78664867 | FG | Serial Number: | 78664842 | FG | Serial Number: | 78664904 | FG |  |  |  |  |
| Property Type   | Number  | Word Mark   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 1485228   | AAI   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 2451758   | ALL TERRAIN   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 904720  | AQUA-MATES  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 427417  | CORO  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 1462644   | DRIVER'S CHOICE   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 2859761   | EYE GEAR  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 952456  | EYE GEAR  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 1935944   | E-Z READERS   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 2202605   | FG  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Registration Number:  | 2108860   | FG  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Serial Number:  | 78664867  | FG  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Serial Number:  | 78664842  | FG  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
| Serial Number:  | 78664904  | FG  |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |
|   |   |   |                           |                      |                       |         |                      |                           |              |                      |              |                               |                      |        |      |                      |         |                 |                      |         |          |                      |        |          |                      |         |             |                      |         |    |                      |         |    |                |          |    |                |          |    |                |          |    |  |  |  |  |

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|----------------------|----------|--|
| Serial Number:       | 78566384 | FGX                                      |
| Serial Number:       | 78566699 | FGX INTERNATIONAL                        |
| Serial Number:       | 78726921 | FISH EYES                                |
| Registration Number: | 1255021  | FOSTER GRANT                             |
| Registration Number: | 703527   | FOSTER GRANT                             |
| Serial Number:       | 78664733 | FOSTER GRANT                             |
| Serial Number:       | 78664785 | FOSTER GRANT                             |
| Serial Number:       | 78664683 | FOSTER GRANT                             |
| Serial Number:       | 78664801 | FOSTER GRANT                             |
| Serial Number:       | 78679740 | FOSTER GRANT SIGNATURE                   |
| Serial Number:       | 78679949 | FOSTER GRANT SIGNATURE                   |
| Serial Number:       | 78679852 | FOSTERGRANT                              |
| Registration Number: | 3015813  | FOSTERGRANT EXPEDITION                   |
| Serial Number:       | 78679401 | FOSTERGRANT OPTICAL                      |
| Serial Number:       | 78679426 | FOSTERGRANT OPTICAL                      |
| Serial Number:       | 78681683 | FOSTERGRANT READER'S CHOICE              |
| Registration Number: | 2271291  | FRIEND TO FRIEND                         |
| Registration Number: | 615752   | OPTI-CLIPS                               |
| Serial Number:       | 78642636 | OPTOMICS                                 |
| Registration Number: | 1824281  | PLATINUM COLLECTION                      |
| Serial Number:       | 78718736 | PROVIDENCE JEWELS                        |
| Registration Number: | 2992837  | PURE EXPRESSIONS                         |
| Serial Number:       | 78679672 | QUANTUM OPTICS                           |
| Registration Number: | 1770750  | READER'S CHOICE                          |
| Serial Number:       | 78525142 | REX & RUBY                               |
| Registration Number: | 1835284  | SOLAR ACCENTS                            |
| Registration Number: | 2159786  | SPARE PAIR                               |
| Serial Number:       | 78461208 | SPARE PAIR PLUS                          |
| Registration Number: | 2327175  | SUNREADERS                               |
| Registration Number: | 1667549  | TENDER TOUCH                             |
| Registration Number: | 2302713  | UNION EYEWARE                            |
| Registration Number: | 2052157  | "WHO'S THAT BEHIND THOSE FOSTER GRANTS!" |
| Registration Number: | 2388089  | WORLD TOUR                               |

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003237 FRAME: 0731**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1162

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

01/31/2006

Total Attachments: 11

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of December 9, 2005 is made by AAI.FosterGrant, Inc., a Rhode Island corporation, and its subsidiary Quantum Optics, Inc., (collectively, the “Obligors”), in favor of JPMorgan Chase Bank, N.A., as First Lien Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the First Lien Credit Agreement, dated as of December 9, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FGX International, Inc., a Delaware corporation (“Borrower”), FGX International Limited, a British Virgin Islands international business company (the “BVI Borrower”, and together with the US Borrower, the “Borrowers”), the Lenders, the Agent, General Electric Capital Corporation, as Syndication Agent, and JPMorgan Chase Bank, N.A., as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligors and certain other subsidiaries of the Borrower have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of December 9, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligors agree, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Obligors' right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AAi.FosterGrant, Inc

By: Brian J. Lagarto  
Name: Brian J. Lagarto  
Title: CFO

Quantum Optics, Inc.

By: Brian J. Lagarto  
Name: Brian J. Lagarto  
Title: CFO

JPMorgan Chase Bank, N.A.  
as First Lien Collateral Agent for the Lenders


By: Kathryn A. Duncan  
Name: KATHRYN A. DUNCAN  
Title: VICE PRESIDENT



ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF NEW YORK       )  
  ) ss  
COUNTY OF NEW YORK)

On the 6th day of December, 2005, before me personally came Kathryn A. Duncan, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

  
\_\_\_\_\_  
Notary Public                      ELSA V. GRIFFITH  
   Notary Public, State of New York  
   No. 01GR4838119  
   Qualified in Kings County  
   Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)

# SCHEDULE A

## U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

| TRADEMARK                              | CLASS | REG./APP.<br>NO. REG./<br>APP. DATE | OWNER                    | STATUS   |
|--|-------|-------------------------------------|--------------------------|--|
| A and Design                           | 9     | 3,013,833<br>11/08/05               | Quantum Optics,<br>Inc.  | Registered; Declaration of<br>Use due 11/08/11; Renewal<br>due 11/08/15  |
| A in Oval Design                       | 25    | 78/244587<br>05/01/03               | Quantum Optics,<br>Inc.  | Pending; Published for<br>opposition 10/3/05                             |
| AAi (design)                           | 14    | 1,485,228<br>04/19/88               | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>04/19/08                                      |
| ACCELERATING<br>OPTICAL<br>PERFORMANCE | 9     | 78/721,434<br>09/27/2005            | Quantum Optics,<br>Inc.  | Newly filed application, not<br>yet assigned to an<br>examining attorney |
| ALL TERRAIN                            | 9     | 2,451,758<br>05/15/01               | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 05/15/07; Renewal<br>due 05/15/11  |
| ANARCHY                                | 9     | 78/680/722<br>07/28/02              | Quantum Optics,<br>Inc.  | Newly filed application, not<br>yet assigned to an<br>examining attorney |
| ANARCHY<br>EYEWEAR                     | 9     | 2,049,496<br>04/01/97               | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>04/01/07                                      |
| ANARCHY<br>EYEWEAR and<br>Design       | 9     | 2,309,729<br>01/18/00               | Quantum Optics,<br>Inc.  | Registered; Declaration of<br>use due 01/18/06; Renewal<br>due 01/18/10  |
| ANGEL                                  | 9     | 78/680,668                          | Quantum Optics,<br>Inc.  | Newly filed application, not<br>yet assigned to an<br>examining attorney |
| ANGEL<br>EYEWEAR                       | 9     | 2,582,474<br>06/18/02               | Quantum Optics,<br>Inc.  | Registered; Declaration of<br>use due 06/18/08; Renewal<br>due 06/18/12  |
| AQUA-MATES                             | 9     | 904,720<br>12/22/70                 | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>12/22/10                                      |
| CORO and Design                        | 28    | 427,417<br>02/11/47                 | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>02/11/07                                      |
| DRIVER'S<br>CHOICE                     | 9     | 1,462,644<br>10/27/87               | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>10/27/07                                      |
| EYE GEAR                               | 9     | 2,859,761<br>07/06/04               | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 07/06/10; Renewal<br>due 07/06/14  |
| EYE GEAR                               | 9     | 952,456<br>01/30/73                 | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>01/30/13                                      |
| E-Z READERS                            | 9     | 1,935,944<br>11/14/95               | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>0514/06 (grace period with<br>fee)            |

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| FG  | 9              | 2,202,605<br>11/10/98                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>11/10/08                                      |
| FG and Design                                   | 9              | 2,108,860<br>10/28/97                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>10/28/07                                      |
| FG (dotted design)                              | 9              | 78/664,867<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to an<br>examining attorney |
| FG (Stylized)                                   | 9              | 78/664,842<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to an<br>examining attorney |
| FG (box design)                                 | 9              | 78/664,904<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to an<br>examining attorney |
| FGX   | 9, 14          | 78/566,384<br>02/13/05                       | AAi.FosterGrant,<br>Inc. | Published for opposition<br>11/15/05                                     |
| FGX<br>INTERNATIONAL                            | 9, 14          | 78/566,699<br>02/14/05                       | AAi.FosterGrant,<br>Inc. | Published for opposition<br>11/15/05                                     |
| FISH EYES and<br>Design                         | 9              | 78/726,921<br>10/05/20                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTER GRANT                                    | 3, 8, 9,<br>21 | 1,255,021<br>10/25/83                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>10/25/13                                      |
| FOSTER GRANT                                    | 9              | 703,527<br>08/30/60                          | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>08/30/10                                      |
| FOSTER GRANT<br>and Eyeglass<br>Design          | 9              | 78/664,733<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTER GRANT<br>and Eyeglass<br>Design (Gray)   | 9              | 78/664,785<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTER GRANT<br>and Sunglass<br>Design          | 9              | 78/664,683<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTER GRANT<br>and Sunglass<br>Design (orange) | 9              | 78/664,801<br>07/06/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTER GRANT<br>SIGNATURE                       | 9              | 78/679,740<br>07/27/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTER GRANT<br>SIGNATURE<br>(Stylized)         | 9              | 78/679,949<br>07/27/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |
| FOSTERGRANT                                     | 9              | 78/679,852<br>07/27/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney    |

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| FOSTERGRANT<br>EXPEDITION            | 9            | 3,015,813<br>11/15/05                        | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 11/15/11; Renewal<br>due 11/15/15 |
| FOSTERGRANT<br>OPTICAL               | 9            | 78/679,401<br>07/27/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| FOSTERGRANT<br>OPTICAL and<br>Design | 9            | 78/679,426<br>07/27/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| FOSTERGRANT<br>READER'S<br>CHOICE    | 9            | 78/681,683<br>07/29/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| FRIEND TO<br>FRIEND                  | 14           | 2,271,291<br>08/24/99                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>08/24/09                                     |
| G and Design                         | 25           | 2,143,622<br>03/10/98                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>03/10/08                                     |
| G and Design                         | 9            | 2,050,667<br>04/08/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>04/08/07                                     |
| G Design                             | 9            | 78/681,754<br>07/29/05                       | Quantum Optics,<br>Inc.  | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| G GARGOYLE<br>and Design             | 9            | 78/681,785<br>07/29/05                       | Quantum Optics,<br>Inc.  | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| GARGOYLE<br>Design                   | 9            | 1,302,458<br>10/30/84                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>10/30/14                                     |
| GARGOYLES                            | 41           | 2,034,697<br>02/04/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>02/04/07                                     |
| GARGOYLES                            | 25           | 2,060,279<br>05/13/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>05/13/07                                     |
| GARGOYLES                            | 9            | 1,147,103<br>02/17/81                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>02/17/11                                     |
| GARGOYLES                            | 28           | 1,100,890<br>08/29/78                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>08/29/08                                     |
| GARGOYLES                            | 21           | 2,056,569<br>04/29/07                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>04/29/07                                     |
| GARGOYLES                            | 18           | 1,977,755<br>06/04/96                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>06/04/06                                     |
| GARGOYLES                            | 16           | 2,059,327<br>05/06/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>05/06/07                                     |
| GARGOYLES                            | 9            | 78/680,755<br>07/28/05                       | Quantum Optics,<br>Inc.  | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| GARGOYLES<br>PERFORMANCE<br>EYEWEAR  | 9            | 2,061,448<br>05/13/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>05/13/07                                     |

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| GARGOYLES<br>PERFORMANCE<br>EYEWEAR | 9                 | 78/559,021<br>02/02/05                       | Quantum Optics,<br>Inc.  | Response to Office Action<br>due 02/28/06                               |
| GARGOYLES<br>PROTECTIVE<br>EYEWEAR  | 9                 | 2,414,240<br>12/19/00                        | Quantum Optics,<br>Inc.  | Registered; Declaration of<br>use due 12/19/06; Renewal<br>due 12/19/10 |
| GXP (Stylized)                      | 9                 | 78/345,244<br>12/23/03                       | Quantum Optics,<br>Inc.  | Published for opposition<br>10/03/05                                    |
| IDOL-EYEZ                           | 9                 | 2,838,924<br>05/04/04                        | Quantum Optics,<br>Inc.  | Registered; Declaration of<br>Use due 05/04/10; Renewal<br>due 05/04/14 |
| OCTANE                              | 9                 | 2,063,346<br>05/20/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>05/20/07                                     |
| OPTI-CLIPS<br>(Stylized)            | 9                 | 615,752<br>11/08/1955                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>05/08/06 (grace period)                      |
| OPTOMICS                            | 9                 | 78/642,636<br>06/02/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| PALADIN                             | 9                 | 2,102,013<br>09/30/97                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>09/30/07                                     |
| PE and Design                       | 9                 | 1,412,125<br>10/07/86                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>10/07/06                                     |
| PLATINUM<br>COLLECTION              | 9                 | 1,824,281<br>03/01/94                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>03/01/14                                     |
| PRIVATE EYES                        | 9                 | 1,736,296<br>12/01/92                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>12/01/12                                     |
| PRIVATE EYES                        | 42                | 1,414,574<br>10/21/86                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>10/21/06                                     |
| PRIVATE EYES                        | 9                 | 1,387,416<br>03/25/86                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>03/25/06                                     |
| PRIVATE EYES<br>SPORT               | 9                 | 1,507,947<br>10/11/88                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>10/11/08                                     |
| PROVIDENCE<br>JEWELS                | 14                | 78/718,736<br>09/22/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| PURE<br>EXPRESSIONS                 | 14                | 2,992,837<br>09/06/05                        | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 09/06/11; Renewal<br>due 09/06/15 |
| QUANTUM<br>OPTICS                   | 9                 | 78/679,672<br>07/27/05                       | AAi.FosterGrant,<br>Inc. | Newly filed application, not<br>yet assigned to examining<br>attorney   |
| READER'S<br>CHOICE                  | 9                 | 1,770,750<br>05/11/93                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>05/11/13                                     |
| REX & RUBY                          | 18, 20,<br>25, 28 | 78/525,142<br>12/01/04                       | AAi.FosterGrant,<br>Inc. | Published for opposition<br>09/06/05                                    |

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| SNAKE EYES                                  | 9            | 1,551,676<br>08/15/89                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>08/15/09                                     |
| SOLAR ACCENTS                               | 9            | 1,835,284<br>05/10/94                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>05/10/14                                     |
| SPARE PAIR                                  | 9            | 2,159,786<br>05/26/98                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>05/26/08                                     |
| SPARE PAIR<br>PLUS                          | 9            | 78/461,208<br>08/03/04                       | AAi.FosterGrant,<br>Inc. | Published for opposition<br>09/06/05                                    |
| SUNGLASS<br>FACTORY                         | 9            | 1,552,708<br>08/22/89                        | Quantum Optics,<br>Inc.  | Registered; Renewal due<br>08/22/09                                     |
| SUNREADERS                                  | 9            | 2,327,175<br>03/07/00                        | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 03/07/06; Renewal<br>due 03/07/10 |
| TENDER TOUCH                                | 14           | 1,667,549<br>12/10/91                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>12/10/11                                     |
| TOMICHI<br>STUDIO                           | 9            | 2,540,883<br>02/19/02                        | Quantum Optics,<br>Inc.  | Registered; Declaration of<br>use due 02/19/08; Renewal<br>due 02/19/12 |
| UNION<br>EYEWEAR                            | 9            | 2,302,713<br>12/21/99                        | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 12/21/05' Renewal<br>due 12/21/09 |
| WHO'S THAT<br>BEHIND THOSE<br>FOSTER GRANTS | 9            | 2,052,157<br>04/15/97                        | AAi.FosterGrant,<br>Inc. | Registered; Renewal due<br>04/15/07                                     |
| WORLD TOUR                                  | 9            | 2,388,089<br>09/19/00                        | AAi.FosterGrant,<br>Inc. | Registered; Declaration of<br>use due 09/19/06; Renewal<br>due 09/19/10 |